Appl. No. 09/742,458
Amdt. dated October 6, 2009
Reply to Office Action of July 6, 2009

PATENT

REMARKS/ARGUMENTS

This Amendment is in response to the non-final Office Action mailed July 6, 2009. Before this Amendment, claims 19-22, 25-26, 30, 33, 35-36, 41-54, 56-57, 59, 62-65, 68, and 71-73 were pending in the present application with claims 71-73 withdrawn in the Office Action. In this Amendment, claims 19, 41, and 62-63 have been amended, no claims are canceled, and no new claims are presented. After entry of this Amendment, which is respectfully requested, claims 19-22, 25-26, 30, 33, 35-36, 41-54, 56-57, 59, 62-65, 68, and 71-73 will be pending with claims 71-73 still withdrawn.

I. CLAIM REJECTIONS UNDER 35 U.S.C. § 103

The Office Action rejected claims 19-22, 25-26, 30, 33, 35-36, 41-49, 52-54, 56-57, 59, and 62-65 under 35 U.S.C. § 103(a) as being unpatentable over Joao (US 6,662,194) (hereinafter "Joao") in view of Knudson et al. (US 5,765,140) (hereinafter "Knudson"), further in view of Puram et al. (US 6,289,340) (hereinafter "Puram"). The Office Action rejected the remaining three claims (i.e. claims 50, 51, and 68) under 35 U.S.C. § 103(a) as being unpatentable over Joao in view of Knudson further in view of Puram, and further in view of Richardson et al. (US 7,069,229) (hereinafter "Richardson"). Puram and Richardson are newly cited references by the Examiner.

To establish a prima facie case of obviousness, the prior art reference, or references when combined, must teach or suggest all of the claim limitations. Applicants respectfully traverse the rejections because the cited references fail to teach or suggest all of the claim limitations.

Claim 19. For example, independent claim 19 recites in part:

> a skills fulfillment module providing a requirement function for specifying a plurality of staffing requirements for a project and a settlement function for tracking expenditures on the project;
> an exchange module comprising a search function for **matching a plurality of resumes** of a plurality of contractors to the plurality of staffing

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> requirements for the project, wherein the contractors are made available to be
> hired for the project;
>> a resource management module comprising a work journal
> function for collecting information substantially daily about work performed on
> the project by a hired contractor and automatically updating the resume of the
> hired contractor such that the search function of the exchange module has access
> to a current resume for the contractor, the collected information capable of
> including entries submitted by coworkers, subordinates, and other hiring
> managers of the contractor, the collected information including at least one of
> new skill level information for the hired contractor obtained on the project and
> new skills obtained by the hired contractor on the project, such that the resume for
> the hired contractor remains current with skill, experience, and review
> information for the hired contractor; and
>> a knowledge management module comprising a reporting function
> and an analysis function, the analysis function monitoring an event of the
> workforce procurement and management application and the reporting function
> notifying a participant in the hosted workforce procurement and management
> process based on the event.

(emphasis added).

On p. 6 the Office Action avers that col. 6, lines 14-16, and col. 14, lines 46-60, disclose matching a resume to staffing requirements. Applicants disagree. While database 10H (of FIG. 2) of Joao contains various information such as education information and work experience, this data is not structured into a "resume" as recited in the claim. Instead Joao's data is simply stored in the database, probably in the most convenient form for efficient database access (e.g. relational tables). This makes sense because Joao is employer-centric, being directed to storing information in a database for job openings and job requests (see Joao abstract). In Joao, an individual seeking a job queries a database to generate a list of jobs which meet his or her search criteria (see Joao col. 22, lines 42-53). Moreover, Joao, as the primary reference, teaches away from the matching of resumes in col. 23, lines 36-52, in stating that if an employer is interested in an employee, then an employer can request "additional and/or more specific data and/or information, such as, but not limited to, a **resume**" (Joao col. 23, lines 44-51; emphasis added). Joao would not mention that an employer would request a resume if a resume were already matched by the system.

Knudson also does not teach "matching a plurality of resumes of a plurality of contractors to the plurality of staffing requirements for the project" as recited. Instead, Knudson teaches the use of timesheets for recording time on a project (see Knudson abstract). Like Joao, Knudson is employer-centric in tracking time sheets and progress of individual projects. Although Knudson's TES system tracks labor costs and project progress, Knudson does not match resumes to staffing requirements as claimed.

The Office Action argues that Knudson's timesheets are not distinguishable from resumes by arguing that timesheets taught by Knudson allow employers to track abilities of those performing the projects in respect to timeliness, level of expertise, etc. (Office Action p. 4). This is a strained argument. A timesheet is not a resume. A prospective employee does not go into an interview with a stack of timesheets from his last job. Likewise, an employee does not record his time by turning in a resume each week. Equating a timesheet to a resume because a timesheet could conceivably be used to track timeliness or level of expertise is simply stretching the bounds of reason.

Puram and Richardson fail to cure the deficiencies of Joao and Knudson. Because none of the references disclose the limitations above, no combination of the references can render the claim unpatentable under § 103. For at least the above reasons, Applicants respectfully request withdrawal of the rejection of claim 19 and all claims depending therefrom.

Claims 41 and 63. Independent claim 41 as amended recites in part:

> matching **based on a business rule** a plurality of resumes of a plurality of contractors to the plurality of staffing requirements for the project, wherein the contractors are made available to be hired for the project; and
> collecting, into a work journal function, performance information about work performed on the project by a hired contractor and automatically **updating the resume** of the contractor with the performance information, whereby the resume includes current information for the contractor for matching with an additional staffing requirement for an additional project, the collected performance information capable of including entries submitted by coworkers, subordinates, and other hiring managers of the contractor, the performance information including at least one of new skill level information for the hired

> contractor obtained on the project and new skills obtained by the hired contractor
> on the project, such that the resume for the hired contractor remains current with
> skill, experience, and review information for the hired contractor, the performance
> information about work performed on the project by the hired contractor being
> collected substantially daily.

(emphasis added). Independent claim 63 has similar limitations. The amendments are supported in the original application, for example on page 4, lines 9-10, of the specification.

Joao does not disclose "matching **based on a business rule** a plurality of resumes" (emphasis added) as recited. As pointed out above, Joao does not deal with resumes. However, even if Joao's work experience, etc. information about an individual were read to include resumes, which Applicants maintain it should not, Joao fails to disclose matching based on a business rule as recited. Instead, Joao merely discloses services that notify an individual "of job and/or employment opportunities which may be of interest to the individual" (Joao col. 7, lines 51-55). Presumably, this is based on keyword, logical operator (e.g. AND, OR), mathematical operator (e.g. greater than, less than), or other conventional searches. There is no teaching or suggestion of "matching based on a business rule a plurality of resumes of a plurality of contractors to the plurality of staffing requirements for the project" as recited. Knudson, Puram, and Richardson fail to cure the deficiencies of Joao, and therefore no combination of the references can render the claims unpatentable under § 103.

For at least the above reasons, Applicants respectfully request withdrawal of the rejections of claims 41 and 43 and all claims depending therefrom.

Joao also does not disclose "automatically **updating the resume** of the contractor with the performance information" (emphasis added) as recited. Page 7 of the Office Action avers that col. 17, lines 24-39, disclose the above limitation. However, the cited section states that "[t]he data and/or information can then be compiled and processed *using statistical calculations* in order to update the stored historical placement and/or transaction data and/or information with such data" (Joao col. 17, lines 31-36; emphasis added). One does not use "statistical calculations" in order to update a resume. Instead, Joao uses its data to update

compilations of data such as "attrition rates," "salary information," "salary surveys," etc. (see Joao col. 17, lines 40-51).

While Knudson "updates" timesheet data, a timesheet falls short of being a resume, as discussed above. Therefore, Knudson does not teach "updating the resume" as recited. Puram and Richardson also fail to cure the deficiencies of the primary and secondary references. Because none of the references teaches the limitations, no combination of the references can render the claims unpatentable under 35 U.S.C. § 103.

For at least the above reasons, Applicants respectfully request withdrawal of the rejections of claims 41 and 63 and all claims depending therefrom.

II.   AMENDMENTS TO THE CLAIMS

Unless otherwise specified or addressed in the remarks section, amendments to the claims are made for purposes of clarity, and are not intended to alter the scope of the claims or limit any equivalents thereof. The amendments are supported by the specification and do not add new matter.

CONCLUSION

In view of the foregoing, Applicants believe all claims now pending in this Application are in condition for allowance. The issuance of a formal Notice of Allowance at an early date is respectfully requested.

If the Examiner believes a telephone conference would expedite prosecution of this application, please telephone the undersigned at 925-472-5000.

Respectfully submitted,

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